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## UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF INDIANA HAMMOND DIVISION



UNITED STATES OF AMERICA,
Plaintiff(s),
Vs.

GEORGE GASICH
BARBARA GASICH

Defendants [in error]

ROBERT N. TRIGOVICH, CIERK CASE NO.: 2:14-CROOFTHERN DISTRICT OF INDIANA

## AFFIDAVIT OF DISCHARGE IN ACCORDANCE WITH 12 U.S.C. § 95a (2)

NOW COMES, Barbara Lynn Gasich, *in esse* and *sui juris*, being duly sworn, depose and declare that, I am making a special, restricted visitation who is a friend of this Emergency War Powers Court:

Whereas The Eternal And Unchanging Maxims (Principles) Of The Laws Of Commerce Are:

- 1. A matter must be expressed to be resolved
  - 2. In Commerce, Truth is sovereign
- 3. Truth is expressed in the form of an Affidavit
- 4. An unrebutted Affidavit stands as Truth in Commerce
- 5. An unrebutted Affidavit becomes the judgment in Commerce
- Affiant knows that any transaction to DISCHARGE DEBT LIABILITY on behalf of the DEBTOR is in accordance to and compliance with <u>Florida Statutes Chapter 673-1041</u> (U.C.C. § 3-104);
   Title IV § 401 of the Federal Reserve Bank Act of 1913, <u>12 U.S.C. sec. 95a (2)</u>, <u>HJR-192 of June 5, 1933, 31 U.S.C. § 5118 Public Law 73-10, Chapter 48, 48 Stat. 112-113, under necessity, in light of the fact that the several States are in violation of Article I, Section X of the U.S. Constitution.

  </u>

- 2. Affiant knows that 12 U.S.C. § 95a (2) states: Any payment, conveyance, transfer, assignment, or delivery of property or interest therein, made to or for the account of the United States, or as otherwise directed, pursuant to this section or any rule, regulation, instruction, or direction issued hereunder shall to the extent thereof be a full acquittance and discharge for all purposes of the obligation of the person making the same; and no person shall be held liable in any court for or in respect to anything done or omitted in good faith in connection with the administration of, or in pursuance of and in reliance on, this section, or any rule, regulation, instruction, or direction issued hereunder.
- Affiant knows and is aware that Black's Law Dictionary 9<sup>th</sup> Edition-Definition of Debt
  Instrument: Debt instrument: A written promise to repay a debt, such as a PROMISSORY
  NOTE, bill, bond, or commercial paper. [Cases: Bills and Notes (=28.] Black's Law Dictionary,
  Ninth Edition.
- 4. Affiant knows that 27 C.F.R. sec. 72.11-Definition of Commercial Crimes states in part:
- 5. Affiant knows and is aware that 31 C.F.R. § 103.11-(u) Monetary Instruments. in part states in part: Monetary Instruments include:
  - (i)Currency;
  - (ii)Traveler's Checks in any form;
  - (iii) All negotiable instruments (including personal checks, business checks, official bank checks, cashier's checks, third-party checks, PROMISSORY NOTES (as that term is defined in the Uniform Commercial Code), and money orders) that are either in bearer form, endorsed without restriction, made out to a fictitious payee (for the purposes of 103.23), or otherwise in such form that title thereto passes upon delivery.
- 6. The Affiant has presented a Payment Bond (the "Bond") in the amount of U.S.
  \$1,155,134.00 and a Registered Bond of Indemnity (the "Bond") in the amount of U.S.
  \$2,310,268.00 to ( with attached Wisconsin Registered Certificate # 1962061966, US
  Authentication # 14054127-1) the CLERK OF THE COURT to give security and guarantee of [current and past due] payment(s) for the FULL settlement, extinguishment and closure

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(discharge) of all charges, debts, assessments, taxes and dues, public and private, in

accordance with the attached copy of the Indictment which is noted with a Private BANKER'S

ACCEPTANCE.

7. The affiant is the [Sole Beneficial] "Owner" of the attached Wisconsin Registered Certificate

# 1962061966, US Authentication # 14054127-1.

8. There is no defect, fatal or otherwise in the aforementioned "Bonds" (Securties) tendered to

this court for full settlement, extinguishment and closure of all charges regarding this instant

matter.

9. Affiant has attained the age of 18, is of the majority and is not a "minor" as is defined in

Treasury Publication 363. The undersigned has taken control of the "securities" in her

"minor account."

Maxim: "Equity regards as done that which ought to have been done."

Further Affiant Sayeth Not.

Barbara Lynn Gasich, American Freeman

Private Citizen of the United States: American National

Private Citizen of the State of Florida

Special and Private Resident of the County of Manatee

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